

City of Dubuque/Teamsters Local 421 (Bus Operators)

2005-2006

CEO 1158

SECTOR 2

STATE OF IOWA

PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Impasse)

between)

CITY OF DUBUQUE,
Employer,)

and)

TEAMSTERS LOCAL 421 (Bus Operators Unit)
Union)

Before

Lisa Salkovitz Kohn

Fact Finder

Hearing Held:

July 6, 2006

Award Issued:

July 18, 2006

For the City:

Randy Peck, Personnel Manager
John Rodocker, Transit Manager

For the Union:

Asmaa S. Abdul-Haqq, Previant,
Goldberg, Uelmen, Gratz, Miller &
Brueggeman

Dave Baker, President

Witnesses:

David Cole, Part-Time Bus Operator

Larry Griffin, Part-Time Bus Operator

Angie Manders, Part-Time Bus Operator

Doug Schlickman, Bus Operator

Wayne Strohmeyer, former Part-Time Bus
Operator

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Fact Finder's Report and Recommendations

I. INTRODUCTION

This is a fact-finding proceeding held pursuant to the Iowa Public Employment Relations Act. The fact-finding hearing was held at the Dubuque City Hall on July 6, 2006, and the record was closed the same day. The proceedings were recorded in digital format.

The Union represents a unit of approximately 3 Full-Time and 36 Part-Time Bus Operators, having been certified in 2005 to replace ATU Local 329.¹ The City and the Union have reached impasse on four issues, one of which, the Union's proposed changes to Article XIX, Hours of Work, is the subject of a petition on negotiability filed by the City with the Iowa Public Employment Relations Board. The parties have agreed to waive statutory deadlines related to this hearing and any subsequent arbitration, an agreement that was confirmed on the record at the hearing. Although fact-finders are not required by statute to hew to the criteria set by Iowa Code Chapter 20.22(9), those criteria have guided the Fact-Finder's evaluation of the parties' proposals and her recommendation here.

II. THE ISSUES

The issues outstanding, and the parties' proposals on each, are:

- **Article XVI - Holidays**

The Union proposes to add to Section 6 Christmas Day and New Years Day.

The City proposes to continue with the existing language of the parties' Agreement.

- **Article XIX - Hours of Work**

The Union proposes to add the following:

"Employees who punch into work or who have been called into work, but not put to work, will be guaranteed a minimum of one (1) hour of work.

"Employees will be paid straight through for any breaks between work assignments of forty0five (45) minutes or less.

¹The parties referred to several different headcount figures during the hearing. The City's financial calculations are based on 3 full-time employees and 33 part-time employees who represent 22.1 FTEs.

“Employees who work seven (7) continuous hours will receive a one-half (½) hour paid lunch break.”

The City has made no proposal on this issue, and has filed a petition with Iowa PERB challenging the negotiability of this proposal.

- **Article XXIII – Grievance Procedure**

The Union proposes that part-time employees be allowed full access to the Grievance Procedure.

The City proposes to continue with the existing language of the Agreement.

- **Article XXIV – Wage Plan**

The Union proposes that effective July 1, 2006 through June 30, 2007, the wage plan in effect on June 30, 2006 shall be increased by 4.0% across the board for part-time employees. Part-time employees shall receive an additional \$.85 per hour equity adjustment, in addition to the general wage increase of 4.0%

The City proposes that effective July 1, 2006 through June 30, 2007, the wage plan in effect on June 30, 2006 for part-time Bus Operators shall be increased by 3.5% across the board, with no other change to the language of Article XXIV.

III. DISCUSSION

General background

The Union represents a bargaining unit consisting of 39 bus operators, of whom 3 are full-time, and 36 are part-time. The City stopped hiring full-time bus operators in 1983, has eliminated all full-time positions since then through attrition, and plans to eliminate the three remaining full-time positions as those full-time operators leave, whether through retirement or otherwise.

The City's bus service consists of regular fixed routes and a paratransit operation. Between FY 1987 and FY 2005, ridership has dropped from 727,626 to 185,508, and fare revenues have dropped from \$261,579 to \$110,806. These decreases probably result from a number of factors, including a decline in total population (from 61,932 in 1980 to 57,686 in 2000), the loss of a John Deere facility, and general lifestyle changes towards the use of private vehicles. At the same time, the City's paratransit operation has expanded, the City having gradually taken over the operation that was previously contracted out to a private provider. At this time, the City provides all paratransit services itself. Bus routes are selected by bus drivers by seniority, with the full-time operators selecting first. The full-time operators select fixed bus routes, which are served by full-size buses. A number of

fixed routes are also available for part-time operators, but most part-time operators are assigned to paratransit services, and drive paratransit vehicles, or minibuses. Other than two part-time operators who drive a seasonal trolley, roughly half the part-time operators drive full-size buses, and half the part-time operators drive the paratransit minibuses.

There are four other bargaining units of City employees: the Police, the Fire Fighters, the Operating Engineers, and a unit of public works and other employees, also represented by the Teamsters. There are part-time employees in the Operating Engineers and general Teamsters units, but there are no part-time employees in the Police and Fire Firefighters units.

Although this is a first contract negotiation between the Teamsters and the City for the Bus Operators unit, there is a pre-existing contract for the unit, as the unit was previously represented for many years by ATU Local 329. The provision for part-time employees was added to the ATU contract in 1982, and has been unchanged since that date except for the addition of new benefits for part-time employees.

The last ATU contract was for the 2004-2005 fiscal year. Because the representation dispute between the ATU and the Teamsters was not resolved until after the statutory bargaining deadline, the City set the unit's 2005-2006 compensation package unilaterally, granting full-time bus operators a 5.4% across-the-board increase, and increasing the base wage for part-time bus operators by 3% across-the board. The City also imposed a requirement that employees pay 10% of the cost of the premium established for the health and prescription drug insurance plan for which the employee was enrolled. Previously the City had paid the entire premium.

For the 2007 fiscal year, the parties have agreed on a 3.5% increase for the full-time Bus Operators, effective June 1, 2006, which results in a beginning wage rate of \$16.59, and a maximum rate of \$18.65, for full-time employees. All three full-time bus drivers are paid at the maximum rate, and receive longevity pay that is not available to part-time employees.

Comparable communities

In presenting their proposals, evidence and argument, the parties have deemed comparable the following major urban communities in Iowa: Cedar Rapids, Council Bluffs, Davenport, Des Moines, Sioux City, and Waterloo. Because they do not dispute this selection, the Fact Finder accepts these communities as an appropriate comparison group. In terms of population, Dubuque is the smallest of the seven cities compared.

It should be noted that the definition of "part-time" varies within the comparison group: In Cedar Rapids and Des Moines, part-time employees are restricted to a maximum of 32 hours per week; in Davenport, part-time employees are restricted to a maximum of 27 hours per week; in Dubuque, part-time employees are restricted to 1664 hours per year, or an average of 32 hours per week, but there is no weekly maximum, and part-time

employees frequently exceed 32 hours in a week. In Waterloo, part-time employees are limited to 35 hours per week most of the year, but the city can employ no more than four of them.

The City's part-time bus operators have a starting rate of \$13.58 and a maximum rate after two years of \$13.89. At the minimum rate, Dubuque part-time operators now are paid somewhat above the average of the comparable communities: Cedar Rapids and Davenport have a higher starting wage rate for part-time employees, while Des Moines, Sioux City, and Waterloo pay less. However, Dubuque's maximum rate of \$13.89 is significantly below average, in part because the maximum rates in Cedar Rapids (\$17.30) and Davenport (\$18.42, as of January 1, 2006) are much higher than in all the other communities. While the wage rate for Waterloo's paratransit drivers is low, at \$9.79, Dubuque's maximum rate is slightly below Sioux City's (\$13.95), and appreciably higher than Des Moines' (\$13.09 for fixed route, \$12.96 for paratransit), and Waterloo's fixed route part-time operators (\$13.00). The wage increases in the comparison group for FY 2007 are:

Cedar Rapids	3.25%
Council Bluffs	Not settled
Davenport	6%
Des Moines	2% (6/1/06)
	1% (12/1/06)
Sioux City	3.5%
Waterloo	3%

When the total benefit packages of the comparable communities are compared, the most that can be said is that Dubuque is at least in the middle of the pack, if not above the average. There are wide variations among the communities:

- Dubuque has the most generous premium for training assignments, at \$1.25 per hour. Waterloo pays only a \$.50 per hour premium, and the part-time employees in the other communities do not do any training at all.
- Dubuque pays the entire cost of the employees' uniforms; other communities' annual uniform allowances range from Cedar Rapids' \$125 to Waterloo's \$350 and Davenport's \$500.
- Dubuque employees have one "casual day" per year, as do those in Sioux City. Cedar Rapids employees get 2 casual days annually, but those in Davenport, Des Moines, and Waterloo get none.
- Dubuque employees have three paid holidays; Sioux City employees have none, Waterloo employees have four, and Cedar Rapids, Davenport and Des Moines employees have six, although Davenport employees receive only 4 hours of pay for their holidays, and Des Moines employees receive a flat \$30 per holiday.
- Davenport and Des Moines part-time employees do not receive a health insurance benefit; Sioux City pays 66% of the single premium and 68% of the difference between single and family premium for family coverage; Waterloo part-time

employees receive the same benefit available to full-time employees, and Cedar Rapids pays a prorated amount of the premium for single coverage and a pro-rated 75% of the premium for family coverage.

- Davenport and Sioux City employees receive paid vacation, Cedar Rapids employees are eligible for a pro-rated "flex time" benefit that combines vacation personal days and sick leave; in Dubuque, part-time employees do not have any paid vacation or sick days.
- Cedar Rapids, Davenport, Des Moines and Waterloo all pay part-time employees a minimum number of hours if called in to work, and Des Moines pays a meal allowance under certain circumstances; Dubuque offers neither of these benefits.
- Dubuque and Waterloo part-time employees are entitled to funeral pay, but none of the other communities has a funeral pay benefit for part-time operators.

Against this background, and with the consideration of internal comparisons with other City employees noted below, the impasse issues are considered:

- **Article XXIV - Wage Plan**

For FY 2007, the Union proposes that the wage plan in effect on June 30, 2006 be increased by 4.0% across the board for part-time employees, and that part-time employees receive an additional \$.85 per hour "equity adjustment." The City proposes that the wage plan be increased by 3.5% across the board, with no other change in the Article. The City calculates that the Union's wage plan proposal would result in an effective increase of 10.2% overall, and that the Union's wage plan and new holidays would cost the City an added \$80,282.25 over current payroll costs, while its proposed 4% increase (with no new holidays) would cost an additional \$25,341.88.

The Union contends that its wage proposal is intended to keep the City's bus operators on a par with the bus operators in comparable communities, and, with the "equity adjustment," to begin to move the wage for part-time employees to the same level as the full-timer's pay rate. (The 4% increase plus equity adjustment would place the part-time starting rate at \$14.97, compared to the full-time starting rate of \$16.59; the part-time maximum would be \$15.30, with the full-time maximum (before longevity pay) at \$18.65.) The Union also notes that its proposed increases would be consistent with the rates paid in the Teamsters General Unit, where wages range from the transit aide/clerks' and transit dispatcher/schedulers' \$14.65 minimum and \$16.54 maximum to the mechanics' \$17.83 minimum and \$20.17 maximum, and in the Operating Engineers Unit, where the range is from the ramp cashiers' \$11.02 minimum and \$12.19 maximum, to the public safety dispatchers' \$16.78 minimum and \$18.78 maximum. The Union observes that part-time operators frequently work more than 40 hours a week, even if their total annual hours do not exceed 1664, but they have no opportunity to advance within the unit.

The City contends that its proposed 3.5% increase is more reasonable under the statutory criteria. The 3.5% increase would be identical to the increase given to the Police, Firefighters and Operating Engineers Units, to full-time Bus Operators, and to

unrepresented employees, effective June 1, 2006.² Only the general Teamsters unit has not received that increase, but they are still in contract negotiations.

The City also asserts that the Dubuque part-time bus operators already receive a pay rate that is competitive within the external comparison group, and its paratransit operators are the highest paid among the three communities (Des Moines, Dubuque and Sioux City) that operate their own paratransit services. The City opposes the Union's effort to raise the part-time pay rate to that of the full-time operators, because the two-tier wage plan was jointly adopted over 20 years ago, and the full-time operator position is being eliminated through attrition. Although the full-time operators received a 5.4% increase in 2006, while the part-time operators received only 3%, the City explains that the 2.4% differential was intended to offset the fact that full-time Bus Operators, like all other City employees, began to pay 10% of their health insurance premiums that year. The City observes that it has moved to or is in the process of moving to part-time positions in a number of areas, namely, animal control officer, parking meter checker, and ramp cashier, but no other City part-time employees receive a benefit package as liberal as that of the part-time Bus Operators. The unit's historic settlements have been consistent with the settlements in other City units, their increases overall since FY 1991 have been the highest of all the cities in the comparison group. The City also cites the financial consequences of the larger increase sought by the Union on its efforts to balance the budget of the Transit Department, in light of increased demand for paratransit services, the increasing gap between the cost of those services and the maximum fare that legally can be charged, and continuing drop in fixed-route ridership, and asserts that its offer will better maintain an appropriate balance between taxes, the transit fare structure and wage levels for the transit employees.

The detailed picture presented by the City and the Union supports the City's offer more than the Union's. As the City notes, the City and its unions have a history over many years of consistency across the units in wage increases, broken only occasionally by larger settlements awarded in arbitration. Between FY84 and FY06, the units' cumulative increases ranged from 76.21% for the Police, to 79.06% for the Transit unit, with most of the 2.85% differential due to a large increase awarded to the Transit unit in arbitration for FY99. Comparisons with both the comparable communities and with other Dubuque employee groups offer no reason for the part-time Bus Operators' increase to exceed the 3.5% increase that other City employees have received, particularly in light of the part-time Bus Operators' relatively liberal benefit package when compared to other part-time Dubuque employees. In addition, because the full-time bus operator position is close to complete elimination through attrition, there is no equitable basis for raising the part-time wage rate to the level of the "legacy" full-time rate. For these reasons, the Fact-Finder recommends the adoption of the City's proposal on the Wage Plan.

- **Article XVI - Holidays**

²The 3.5% increase for the Firefighters is the result of an arbitration award.

The Union has proposed the addition of two holidays, Christmas Day and New Years Day, to Section 6 of Article XVI. The City proposes to continue the present language of the Agreement without change.

Part-time operators' holidays are listed in Section 6, and are limited to Memorial Day, Labor Day and Thanksgiving. These holidays are compensated at six hours per holiday. That pay level dates from FY99, when the payment was increased from four to six hours per holiday. The City calculates that the Union's proposal represents a compensation increase of 0.9% or \$.13 per hour. At present, full-time operators are entitled to ten holidays, listed in Section 1 of Article XVI.

The Union contends that the increased number of holidays is justified by comparison with other communities: Part-time Bus Operators in Cedar Rapids, Davenport, and Des Moines have six holidays; Waterloo employees have four holidays. Only Sioux City employees, with no holidays, have fewer holidays than do Dubuque employees. The City opposes increasing the number of holidays, because the benefit package for Dubuque part-time Bus Operators is already competitive with the benefits provided to part-time operators in the comparison group, and is more liberal than the package provided to all other Dubuque part-time employees. The City concludes that there is no justification for this additional compensation.

The Fact-Finder concludes that the increase in compensation for the part-time Bus Operators represented by the addition of two holidays is not warranted. Among the comparison group communities, Dubuque part-time bus operators' paid days-off benefit is roughly average: Cedar Rapids is most liberal, with six paid holidays and two casual days paid at six hours per day, for a total of 48 paid hours; Davenport has six holidays paid at four hours per holiday, for a total of 24 paid hours; Des Moines has six holidays paid at \$30 per holiday, for a total of \$180 or roughly 13 Dubuque part-time operator hours; Dubuque has three holidays and one casual day paid at six hours per holiday, for a total of 24 hours; Sioux City has one personal day and no holidays, paid at eight hours per day, for a total of 8 paid hours; Waterloo has four holidays paid at six hours per holiday, for a total of 24 hours. Thus Davenport, Dubuque and Waterloo provide the same number of paid non-work hours, although they allocate those hours differently. Cedar Rapids provides twice as much, but Des Moines and Sioux City provide much less. The benefit package for the part-time Bus Operators is already more liberal than the package provided to other Dubuque part-time employees. Under these circumstances, and in light of the financial pressures on the City's transit operation even without the additional holidays, the Fact-Finder concludes that the sounder course is to adopt the City's proposal on holidays and leave Article XVI unchanged.

- **Article XIX - Hours of Work**

The Union has proposed that Article XIX be revised to add that employees who punch into work or who have been called into work, but not put to work, will be guaranteed a minimum of one (1) hour of pay; that employees will be paid straight through for any breaks between work assignments of forty-five (45) minutes or less, and that employees who work seven (7) continuous hours will receive a one-half (½) hour paid lunch break. The City opposes the proposal on the ground that it is not negotiable, and has filed a petition challenging the negotiability of the Union's proposal.

Article XIX currently provides:

The normal workweek for employees shall be forty (40) hours. The normal workday shall be eight (8) hours but not necessarily consecutive hours.

This Article is intended to define the normal hours of work. It shall not be construed as a guarantee of hours of work per day or per week.

A differential of twenty cents (\$.20) per hour shall be paid on all charters and non-fixed routes operated between the hours of 6:15 p.m. and 5:40 A.M. Said payment shall be in addition to the employee's regular rate of pay and shall not be included in the calculation of overtime or any other premium payment or in the calculation of any other benefit.

Nothing contained herein shall be construed as preventing the City from increasing, decreasing or restructuring the normal workday or workweek in any way or from establishing the work schedules of employees.

The Union contends that its proposal merely codifies what has been the City's past practice, but has not costed this proposal. The City presented no position on the proposal other than its objection that the proposal is not negotiable, an objection that is now before the Iowa PERB. In light of the financial status of the City's transit operations, this neutral would require more concrete evidence that this is in fact already the City's practice, before recommending that it be codified in the parties' collective bargaining agreement.

In the absence of any data concerning the cost of this proposal, nor sufficient evidence of the circumstances or frequency of these payments, the Fact Finder cannot recommend that the Union's proposal be adopted.

- **Article XXIII - Grievance Procedure**

The Union proposes that part-time employees be allowed "full access" to the grievance procedure set forth in Article XXIII, while the City opposes any change in the contract.

The last contract provides, in Article XXV, "Part-Time Employees,"

...Part-time employees shall be entitled only to the benefits and pay set forth in the applicable sections of the following Articles: Article IV, UNION NEGOTIATING COMMITTEE; Article VIII, FUNERAL LEAVE; Article XII, JURY DUTY; Article XIV, CASUAL DAY; Article XVI, HOLIDAYS; Article XXI, UNIFORMS; Article XXII, TRAINING ASSIGNMENT and Article XXIV, WAGE PLAN. Part-time employees shall not accrue or receive any other benefits, pay or privileges granted by this Agreement or be subject to any other provision of this Agreement.

Article XXIII, "Grievance Procedure," defines a grievance as "a dispute or disagreement raised by an employee or the Union against the City involving the interpretation or application of specific provisions of this Agreement," From the language of the two Articles it appears that part-time employees do not have any rights under the grievance procedure article. The evidence presented at the hearing bears this out. In the past, part-time bus operators have presented complaints and objections of various sorts to the City, with the Union's (or the prior representative's) assistance, using a grievance form, and the City has never refused to discuss such complaints on the ground that the part-time operators were barred from filing grievances. However, as Personnel Manager Peck explained, the City's position was not that it was proceeding under the Grievance Procedure article but that the City is always willing to discuss a problem. In one instance discussed by the parties, an employee classified as part-time filed a grievance after she exceeded the 1664-hour annual limit for part-time employees. In that case, the "part-timer" was in fact a full-time employee by the time she filed the grievance, and entitled by contract to access the grievance procedure. At no time has a part-time employee's complaint proceeded as far as arbitration.

Although this is consistent with the agreement made in 1982, when the part-time employees were added to the unit and the contract, there have been a couple of important changes in the past few years. First, as a result of the City's decision not to hire any more full-time employees, and its decision to staff the paratransit service with City bus operators, the make-up of the unit has changed. As recently as three or four years ago, the unit was split roughly equally between full-timers and part-timers; roughly 50% of the unit had access to the contractual grievance procedure. Now, however, only three members, or 6 2/3%, of the 36-employee unit, are full-time, and those three are the only ones with the right to grieve and arbitrate disputes. The part-timers (even measured by FTEs rather than by headcount) are now and will continue to be the vast bulk of the unit, and their issues and concerns by definition define the major aspects of the parties' collective bargaining relationship. This is a fundamental change in the nature of the bargaining unit since the adoption of Article XXV.

The second change is the recent demonstration of a part-time operator's need to access the full grievance procedure. In January 2006, a part-time operator was terminated. Although he filed a grievance, the City refused to reinstate him and refused to proceed to arbitration. The Union and that former operator have taken the matter to the Iowa Public Employment Relations Board as an unfair practices case, because of the operator's role

in union activities. However, recourse to the state agency might have been unnecessary had the part-time operator the right to proceed to arbitration under Article XXV. With part-time operators now the rule, rather than the exception, in the unit, it becomes more likely that those in the unit with disputes under the Agreement will be those who have no guaranteed access to the full grievance and arbitration process.

Although the City and the Union appear to have cordial relations at the moment, and City management has been willing to discuss issues outside a formal grievance procedure, management's consideration, labor relations skill and good will are no substitute for the rights that would be protected and enforceable under a formal contract clause. Allowing part-time employees to access the grievance procedure will benefit the City and the public as well as the employees: the formality of the full grievance process lessens the likelihood that disputes will be resolved incompletely, only to fester and recur later on, costing all parties and the public valuable time, if not money. In addition, part-time bus operators in the cities of Cedar Falls, Davenport, Des Moines, Sioux City, and Waterloo have access to the contractual grievance procedure, indicating that other arguably-comparable communities in the state have agreed to this arrangement. (Council Bluffs has no part-time operators.)

The City opposes this change in part because the City's other represented part-time employees, those in the Teamsters' Public Works Unit and in the Operating Engineers' Unit, do not have access to their contracts' grievance procedures. However, the rights and benefits of those part-time employees already are more limited than those of the part-time bus operators. More important, there is no evidence that the part-time Public Works and Operating Engineer employees are such a vast proportion of their respective bargaining unit as are the part-time bus operators. Looking at the comparison another way, as far as this record shows, the Bus Operator unit is the only unit in almost all of the employees are barred from access to a contractual grievance procedure. In light of these differences, the absence of a grievance procedure for part-time employees in the other City bargaining units does not outweigh the factors favoring a grievance procedure for part-time employees in the Bus Operators' Unit.

The City also urges that this change should be made at the bargaining table and not through the impasse process. However, as a Fact Finder, I find that the impasse evaluation criteria of internal and external comparability and the public interest strongly support the Union's proposal that the part-time employees have full access to the grievance procedure. I therefore recommend that the Union's proposal be adopted by modifying Article XXV as follows (new language in **bold**):

. . .Part-time employees shall be entitled only to **the benefits set forth in Article XXIII, GRIEVANCE PROCEDURE, and to the benefits and pay set forth in the applicable section of the following Articles: Article IV, UNION NEGOTIATING COMMITTEE; Article VIII, FUNERAL LEAVE; Article XII, JURY DUTY; Article XIV, CASUAL DAY; Article XVI, HOLIDAYS; Article XXI, UNIFORMS; Article XXII, TRAINING ASSIGNMENT and Article XXIV, WAGE**

PLAN. Part-time employees shall not accrue or receive any other benefits, pay or privileges granted by this Agreement or be subject to any other provision of this Agreement.

VII. CONCLUSION

For the reasons stated above, I recommend as follows:

1. Article XXIV - Wage Plan: Effective July 1, 2006 through June 30, 2007, the wage plan in effect on June 30, 2006 for part-time Bus Operators shall be increased by 3.5% across the board, with no other change to the language of Article XXIV. (City proposal)
2. Article XVI - Holidays: No change to the existing language of the Agreement (City proposal)
3. Article XIX - Hours of Work: No change to the existing language of the Agreement. (Rejecting Union proposal; no City proposal because of negotiability objection)
4. Article XXIII – Grievance Procedure: Grant part-time employees full access to the grievance procedure (Union proposal), by adding the language in bold to Article XXV - Part-Time Employees:

. . .Part-time employees shall be entitled only to **the benefits set forth in Article XXIII, GRIEVANCE PROCEDURE**, and to the benefits and pay set forth in the applicable section of the following Articles: Article IV, UNION NEGOTIATING COMMITTEE; Article VIII, FUNERAL LEAVE; Article XII, JURY DUTY; Article XIV, CASUAL DAY; Article XVI, HOLIDAYS; Article XXI, UNIFORMS; Article XXII, TRAINING ASSIGNMENT and Article XXIV, WAGE PLAN. Part-time employees shall not accrue or receive any other benefits, pay or privileges granted by this Agreement or be subject to any other provision of this Agreement.

Respectfully submitted,



Lisa Salkovitz Kohn

July 18, 2006


CERTIFICATE OF SERVICE

I certify that on the 19th day of July 2006, I served the foregoing Fact Finder's Report and Recommendations upon each of the parties to this matter by mailing a copy to them by First Class Mail at their respective addresses as shown below:

Randy Peck
Personnel Manager
City Manager's Office
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Asmaa S. Abdul-Haqq, Esq.
Previant, Goldberg, Uelmen, Gratz,
Miller & Brueggeman, S.C.
1555 North RiverCenter
Suite 202
Milwaukee, WI 53212

I further certify that on the 19th day of July, 2006, will submit this Fact Finder's Report and Recommendations for filing by mailing it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, Iowa 50319.



Lisa Salkovitz Kohn, Fact Finder